

Ref: 923032

Owner: Christopher Borg

Date: 1/10/2025



- |  |  |                     |
|--|--|---------------------|
| <input type="checkbox"/> St Julians Branch:            | 2, Paceville Avenue, St Julians STJ 3109         | t. (+356) 2379 4000 |
| <input type="checkbox"/> Balzan Branch:                | 9, Balzan Valley, BZN 1408                       | t. (+356) 2277 0000 |
| <input type="checkbox"/> Cospicua Branch:              | 38, St Theresa Street, Cospicua BML 1253         | t. (+356) 2235 9000 |
| <input type="checkbox"/> Fgura Branch:                 | 239, Zabbar Road, Fgura FGR 1012                 | t. (+356) 2367 3000 |
| <input type="checkbox"/> Ibrag Branch:                 | Lvl 2, Ex-Forum Complex, Triq S. Andrija, Swieqi | t. (+356) 2235 8000 |
| <input type="checkbox"/> Mosta Branch:                 | 87, Constitution Street, Mosta MST 9056          | t. (+356) 2235 7000 |
| <input type="checkbox"/> San Gwann Branch:             | 206, Naxxar Road, San Gwann SGN 9030             | t. (+356) 2316 1000 |
| <input type="checkbox"/> Sliema Branch:                | 201, Tower Road, Sliema SLM 1602                 | t. (+356) 2342 1000 |
| <input type="checkbox"/> St Paul's Bay Branch:         | Mosta Road, St Pauls Bay SPB 3112                | t. (+356) 2359 2000 |
| <input type="checkbox"/> Gozo Branch:                  | 13, Fortunato Mizzi Str, Victoria VCT 2571 Gozo  | t. (+356) 2210 2000 |
| <input type="checkbox"/> Marsascalea Branch:           | 17, Marina Street, Marsascalea MSK 2111          | t. (+356) 2235 3000 |
| <input type="checkbox"/> Mellieha Branch:              | 53, Gorg Borg Oliver Str, Mellieha MLH 1024      | t. (+356) 2289 8000 |
| <input type="checkbox"/> Commercial Property Division: | Portomaso, Church street, St Julians STJ 3044    | t. (+356) 2379 4181 |
| <input type="checkbox"/> HOQ                           | 211, Tower Road, Sliema, SLM 1602                | t. (+356) 2342 0000 |

**Sales Confirmation Letter**

Re Property: C seven Apartments Penthouse 8  
Triq Ta Saguna Price (€): €1.15m

- I hereby appoint your company as agents, to market and negotiate the transfer (by sale, exchange or other title) of the above-mentioned property on the terms specified in this agreement which terms I confirm to be true and exhaustive in all respects. In the event that you should introduce the above-mentioned property to a purchaser, who is willing to acquire the property on the terms herein stated, I undertake to pay your company a commission for your services, of 5% (plus VAT) of the transfer price, on the earlier date between the date of the transfer or the date when I refuse your offer of the above-mentioned price.
  - \* Your appointment as my agents is being granted on an exclusive basis for a definitive period of months (minimum period: 9 months) for which I hereby agree to pay a non-refundable fee of Euro 1,250 inclusive of Vat (fee is applicable for property valued up to Euro 500,000) or Euro 1,500 inclusive of Vat (fee is applicable for property valued at Euro 501,000 and over). During such period, your company will enjoy exclusive rights to market and negotiate the transfer of the above-mentioned property on the terms stated. In the event that you should introduce me to a purchaser who is willing to acquire the property during the period of sole agency, or even if I should otherwise conclude negotiations for the transfer of the property in any manner and without your agency's involvement during this period, I will be bound to pay your company a commission of 3.0% (plus VAT) of the transfer price indicated on this agreement, on the earlier date between the date of transfer or the date when I refuse your offer of the above-mentioned price. I am also hereby authorising you as my agent to market the above mentioned property through other estate agents of your choice during the exclusivity period, which decision remains at your sole discretion, and should you succeed in selling the above mentioned property to a buyer introduced by another estate agency, I will be bound to pay your company a commission of 4.0% (plus VAT) of the transfer price indicated on this agreement, on the earlier date between the date of transfer or the date when I refuse your offer of the above-mentioned price.
  - \* Your appointment as my agents is being granted on an exclusive basis for a definitive period of .....months (minimum period: 3 months). During such period, your company will enjoy exclusive rights to market and negotiate the transfer of the above-mentioned property on the terms stated. In the event that you should introduce me to a purchaser who is willing to acquire the property on the terms stated during the period of sole agency, or even if I should otherwise conclude negotiations for the transfer of the property in any manner and without your agency's involvement during this period, I acknowledge that I will be bound to pay your company a commission of 3.5% (plus VAT) of the transfer price indicated on this agreement, on the earlier date between the date of transfer or the date when I refuse your offer of the above-mentioned price.
  - I acknowledge my right to withdraw the property from the market at any time during the said sole agency period and to terminate this agreement with effect from the lapse of two weeks of providing you with the written notice to such effect provided that:
    - I am also obliged to reimburse all expenses incurred by your company, should I withdraw the property from the market, before the expiry of this Sole Agency Agreement in case you have opted for option 3. above and,
    - I acknowledge that I will nonetheless be obliged to pay you the said commission rate of 3.5% plus VAT in case of option 3. and 3.0% plus Vat in case of option 2., of the transfer price indicated on this agreement in any event that I should, notwithstanding that I would have dissolved your sole agency rights prior to the lapse of the period here-above referred to, conclude negotiations for the transfer of the property in any manner and without your agency's involvement during this period - and in which event such payment will be due by way of pre-liquidated damages payable to you in respect of services rendered up to such date in terms of this agreement, which damages will not be revisable by any court or tribunal.
- \* On expiry of the Sole Agency period, I hereby confirm your appointment as agents of the property, under the same terms and conditions mentioned in paragraph one (1) above.
- I undertake to advise your company as soon as the property has been transferred or placed off the market.
  - If, during negotiations, I accept a different price to the one above-mentioned, I undertake to pay the applicable commission plus VAT, on the new agreed price, on the applicable date as above-mentioned.
  - In the event that the transfer is not concluded, following the signing of a preliminary agreement with a purchaser who has been introduced by your company, I undertake to pay your company a commission equivalent to 10% (plus VAT) of any deposit/s or part payment/s which may be forfeited in my favour in terms of the preliminary agreement.
  - I acknowledge that I am nonetheless bound by these conditions in any event and in their entirety, should I transfer the property to any person who was initially introduced to me or to the property by your Company, even if the price or terms of transfer are different to the terms stated herein, or to the initial offer received through your services, or otherwise if I should continue to conduct negotiations with such purchaser in any manner and without your agency.
  - I confirm that to the best of my knowledge, I am not aware of any irregularities relating to the development permit in respect of the property, nor of any legal issues which may impede the sale of the property.
  - These conditions also cover the transfer of movables if the property is being transferred furnished, or partly furnished.
  - I confirm I was provided with a copy of the Data Protection Notice and confirm that Frank Sale Real Estate Limited may send me/us marketing material which may be of interest to me/us, also after my/our property is successfully sold or rented, in furtherance of its relationship with me/us. You may send me/us an email on [dataprotection@franksalt.com](mailto:dataprotection@franksalt.com) should you wish to stop receiving such marketing material at any time.

Christopher Borg  
OWNER/S SIGNATURE

React Area  
CONSULTANT'S NAME

[Signature]  
CONSULTANT'S SIGNATURE

1/10/2025  
DATE

The information which you provide shall be processed in accordance with the Data Protection Notice attached to this Form. Please read this Notice carefully prior to signing this Form. By signing this Form, you warrant and accept that you have read and understood the Data Protection Notice attached. For further information as to our data processing practices, please refer to our Privacy Policy available here: (<https://franksalt.com/mt/privacy-policy/>). You may direct any query as regards data protection to: [dataprotection@franksalt.com](mailto:dataprotection@franksalt.com)